Registered No. M.—1175

The Mysore Gazette.

Vol. 73] PUBLISHED BY AUTHORITY. [No. 20

BANGALORE, THURSDAY, MAY 19, 1938.

PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

KOLAR DISTRICT.

SALE OF TIMBER.

Notification dated 3rd May 1938.

The attention of the public is invited to the detailed Notification published on pages 743-744, Part VI of the *Mysore Gazette*, dated 12th May 1938, regarding the sale of jalari and jungle wood poles at Sabbanahalli Depots on 25th May 1938 at 3 P.M.

H. V. RANGASWAMIENGAR,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated 4th May 1938.

The attention of the public is invited to the detailed notification dated 4th May 1938, regarding the sale of timber in the following Depots of the District, published on pages 745 to 747, Part VI of the *Mysore Gazette*, dated 12th May 1938:—

Name of Depot.	*Date of sale.*
Manchegowdanahalli Depot (Sale of defaulter's timber) ..	.. 31st May 1938.
Ramanathapur Depot (Arkalgud Taluk)	.. 30th May 1938.

Abstract Notification dated 5th May 1938.

The attention of the public is invited to the detailed notification dated the 5th instant, calling for tenders for the supply of firewood to the Sandal Oil Factory and Silk Factory Mysore, from the forests of the several Ranges in Mysore District, during 1938-39, published on pages 747 and 748, Part VI of the *Mysore Gazette*, dated 12th May 1938. The last time up to which tenders will be received is 2 P.M. on 28th May 1938.

Abstract Notification dated 5th May 1938.

The attention of the public is invited to the detailed notification dated 5th May 1938, regarding the sale of Bite timber and Teak and Bite sizes in the Mysore Wood Yard, published on pages 749 and 750, Part VI of the *Mysore Gazette*, dated 12th May 1938.

Date of sale	Place of sale	Particulars	Quantity		Remarks
			No.	C.ft.	
30th May 1938	Mysore Wood Yard	*Bite logs.*			More or less.
		Below 4′ in girth	78	813	
		4′ to 4′—11″ in girth	103	1,773	
		5′ to 5′—11″ „	67	1,731	
		6′ to 6′—11″ „	22	743	
		7′ to 7′—11″ „	17	668	
		8′ to 8′—11″ „	1	40	
		Total	288	5,768	
		Teak sawn sizes	2303	1,710	
		Bite sizes	28	38	

K. REVANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 30th April 1938.

The attention of the public is invited to the detailed notification of date relating to the auction sale of the Cardamom lease in Agumbe Range for the period of 1938-40, published on pages 750-751, Part VI of the *Mysore Gazette*, dated 12th May 1938. The sale will be held at Agumbe at 2 P.M. on 30th May 1938.

FOREST DEPARTMENT

Notification dated 10th May 1938.

SALE OF TIMBER.

The undermentioned quantities of Timber will be sold by the District Forest Officer, Shimoga Division, or any other officer authorised by the District Forest Officer at 2 P.M., on the date noted against the Depot under the following conditions :—

Name of coupe	Kind	Quantity		Place of sale	Date of sale
		No.	C.ft.		
Mrugavadhe Forest.					
Anegundigadde	Honne	1	17	Mundavalli, Muthur Hobli, Tirthahalli Taluk.	28th May 1938
	Matti	2	95		
Kadegadde Maidan	Matti	8	189	Do	Do
	Honne	4	71		
Near Kadegadde	Matti	2	31	Do	Do
Guddenakoppa cart-track	Honne	2	47	Do	Do
Near Hosanthe	Honne	1	16	Do	Do
In the Forest	Matti	3	116	Do	Do
	Total	24	582		
Arasalu Depot	Matti	24	494	Arasalu	28th May 1938
	Nerlu	6	222		
	Special poles	45	253		
	Jalari	1	19		
	Total	76	978		

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchases not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions:—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo. showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 15 days after the date of sale or within five days after the date of the notice of confirmation of the sale, whichever is later. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 9 per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot, unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Revised Notification dated the 13th May 1938.

The public are hereby informed that the date of opening of tenders for weighment of Sandalwood in the Shimoga and Tirthahalli Kotis of this Division in connection with the annual stock-taking is fixed to 23rd May 1938 instead of the 16th May 1938 as originally notified on pages 634-635, Part VI of the *Mysore Gazette*, dated the 28th April 1938, as 16th happens to be a General Holiday.

P. KRISHNASWAMI, RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 26th April 1938.

The attention of the public is invited to the detailed Notification published on pages 695-696, Part VI of the *Mysore Gazette*, dated 5th May 1938, regarding the auction sales of timber in the following Depots on the dates noted against each Depot :—

Kumsi Depot	25th May 1938.
Anandapuram Depot	27th May 1938.

Notification dated 6th May 1938.

It is hereby notified for general information that the exclusive right of collection of the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations of the Sagar Taluk, excluding bees wax and honey, for the period ending 30th June 1938, will be resold at the risk of the original purchaser on the 30th May 1938, by the Deputy Commissioner, Shimoga District, or any other officer deputed by him with the help of the District Forest Officer, Sagar Division, at the District Forest Office, Sagar.

As for sale conditions, please see the detailed notification, dated the 4th May 1936, published by the Chief Conservator of Forests in Mysore, Bangalore.

L. SRINIVASAMURTHI,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 30th April 1938.

The attention of the public is invited to the detailed Notification published on pages 696-697, Part VI of the *Mysore Gazette*, dated the 5th May 1938, regarding the auction sale of collecting the Honge leaves and seeds in the several Ranges of Bhadravati Division on the dates noted against each :—

Name of Range.	*Date of sale.*
Chennagiri Range	23rd May 1938.
Bhadravati Range	
Narasimharajapura Range	25th May 1938.
Umblebyle Range	
Thadasa Range	
Hebbe Range	25th May 1938.
Muthodi Range	
Lakkavalli Range	24th May 1938.
Tarikere Range	

Abstract Notification dated 4th May 1938.

The attention of the public is invited to the detailed Notification dated 4th May 1938, published on pages 752-753, Part VI of the *Mysore Gazette*, dated 12th May 1938.

M. G. VENKATA RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 11th May 1938.

It is hereby notified for general information that the exclusive right of collecting and removing the Minor Forest Produce in Kalasa Inam Forests from the date of confirmation of the sale to 30th June 1940 will be sold by public auction by the District Forest Officer, Kadur Division, in Kalasa Travellers' Bungalow at 2 P.M. on 14th June 1938.

N.B.—(1) No extra demand will be made for lands resigned from occupation; and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan cardamom	Chilladabija
Seege kayi	Masani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Neem seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kapilarang	Vatehuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Pith	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi friut
Gallnut	Rampatre or kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlu	Patanga	Nux-vomica
Wild castor seeds	Bones	
Kan pepper	Maddi	

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of Cash or Currency Notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall, immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be frofeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surpplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 50 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of half the sale amount will be paid in two equal instalments as follows :—

First khist on or before 1st March 1939.
Second khist on or before 1st July 1939.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1940, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the Inam Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the Inam Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.

(*l*) The lessee or sub-lessee shall not interference with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce. Any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of more forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the tenderer who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

Note.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

M. A. MUTHANNA,
District Forest Officer.